

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J		PAGE OF PAGES 137		
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 26-Jan-2006		4. REQUISITION/PURCHASE REQ. NO. W56MES-5335-4401		5. PROJECT NO.(If applicable)	
6. ISSUED BY CONTRACTING DIVISION DETROIT DISTRICT, USAED, 477 MICHIGAN AVE DETROIT MI 48226		CODE W911XK		7. ADMINISTERED BY (If other than item 6) CODE See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W911XK-06-R-0002	
				X		9B. DATED (SEE ITEM 11) 25-Jan-2006	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The above project is hereby amended to add SECTION M - Evaluation for Award and FAR Clause 52.217-5. The performance work statement has been amended to DELETE "Security Clearance". The Guard Post No. 1 - DELETE: "System Administrator" and SUBSTITUTE "Control System Alarm Monitor". The proposal closing is hereby EXTENDED to 27 Feb 2006 at 2:00 p.m.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: EMAIL:			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)		16C. DATE SIGNED 13-Feb-2006	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

PERFORMANCE WORK STATEMENT

PART I - THE SCHEDULE

SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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PART I - THE SCHEDULE

SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 GENERAL INTENTION. The intention of this solicitation is to obtain guard services at the U.S. Army Corps of Engineers Soo Area Office and outlying Government owned real estate along the St. Marys River by means of a combination firm fixed-price and indefinite quantity contract.

C.2 GENERAL REQUIREMENTS. The Contractor shall furnish all labor, supervision, materials, equipment, transportation, and management necessary to provide guard services in accordance with the requirements specified herein.

A. Work Included. The Contractor shall comply with the Standard Operating Procedures (SOP) as specified in Attachment J-C1. Services shall include the following:

1. Deter and report unauthorized personnel or vehicular entry into areas designated by the activity commander or his/her designated representative.
2. Deter and report the damage, pilferage, removal, secreting, misappropriation, misuse, larceny, theft, or other improper or unlawful threats to, or disposition of, Government or personal property or acts of espionage, sabotage, or wrongful destruction within the designated area(s).
3. Endeavor to prevent the occurrence of fires, explosions, collapses, and other catastrophes. In such an event, the Contractor shall summon appropriate response forces and then notify Government personnel as identified in the SOP; assist in minimizing the effects thereof; and assist in restoring the area to a safe condition.
4. Safeguard personnel, deter the commission of crimes against persons, summon appropriate response forces, and assist those response forces as required.
5. Deter and report violations of office regulations and enforce parking regulations, as required.
6. Provide proper documentation and reports of all incidents and investigations.
7. Provide additional accepted guard force personnel for special details/events.
8. Receive, secure, issue, and account for all keys issued to the Contractor or placed under the Contractor's control.
9. Provide fixed post guards and roving patrol(s).
10. Provide escorts for visitors, vessel personnel, or materials when required.

11. Provide intrusion, equipment, and emergency alarm monitoring.
12. Provide monitoring of remotely controlled surveillance cameras.
13. Provide facility automated telephone answering service support.
14. Operate vehicle stopping security barriers.

B. Standard Operating Procedures. The Contractor shall maintain a current copy of the SOP at each guard post. A detailed review of the SOP shall be provided as part of each employee's initial training, and each time the SOP is modified. No employee shall be assigned to duty unless he/she is thoroughly knowledgeable of and understands the SOP. The SOP will be modified periodically in accordance with the "CHANGES - FIXED PRICE" clause, Section I, to reflect required changes in the Government's guard services policies and procedures. Special Orders are short term or one-time changes to the SOP.

C. Normal Security Condition Control Measures. The primary mission of the Guard Force is to protect Mission Essential Vulnerable Areas (MEVA's) at the Soo Locks Facility. This mission is carried out using the principle of deterrence, detection, delay, assessment, and response. Deterrence is accomplished through Force Projection, which is provided by armed guards, physical barriers, physical inspection of luggage, I.D. checks, and limiting access to the site. Detection is accomplished using an electronic surveillance system consisting of sensors and cameras, along with reports from other sources (Guards, employees, Railroad, general public, etc.). Delay is accomplished through physical barriers such as fencing and physical distance between points where intruders can be first detected and various MEVA's. Assessment is performed by the electronic surveillance system operator using the latest intelligence information and cameras. Response is provided by the armed Guard Force and/or Law Enforcement Agencies dependant upon the assessment performed by the Surveillance system operator. The Guard Force also carries out other "sub-missions" which are detailed in the following position statements.

1. Guard Force:

a. Control System Alarm Monitor/Guard Supervisor – Post S1. This post is staffed 8 hours per day, 0800-1630, Monday Thru Friday excluding holidays, 52 weeks per year. This post is the contractor's primary point of contact with the Government concerning contract issues at the Soo Locks Facility. This post is responsible for overall supervision of the Operation of the Soo Locks Security System. The system includes an Armed Guard Force, Surveillance System Operators, Electronic Surveillance System and all of its components, Fire Alarm System and all of its components, and a Gas Alarm System and all of its components. This post is responsible for implementing all access control functions per established policies and Force Protection levels at the facility including key control, issuance of proximity cards, coordination of visitor access with Guard Force, and programming sensor/alarm schedules. This post makes temporary photo identification badges and issues and collects the same based on provided access

list and operating procedures. This post is responsible for ensuring that intelligence information is disseminated appropriately to the Surveillance System Operators and Guard Force members. This post is responsible for ensuring that software updates are installed in the various systems. This post is responsible for ensuring that basic system maintenance is performed such as maintaining required Government personnel, Contractor personnel, and visitor data and access rights in the Electronic Surveillance system. This post is responsible for maintaining records of systems faults, systems failure periods, and systems maintenance. This post is responsible for ensuring performance of systems testing and basic troubleshooting. This post will make recommendations regarding the replacement and repair of systems components as needed.

b. Surveillance System Operator – Post No. 1. This post is staffed 24 hours per day, 7 days per week, 365 days per year. This post is responsible for operation of the Electronic Security System, Fire Alarm System, Gas Alarm System, and Man-down system. This post will be responsible for monitoring the Equipment Alarm System and calling out maintenance workers as appropriate (the Chief Lockmaster will call out maintenance workers during the Navigation Season after Post No. 1 provides information). This post will provide continuous monitoring of radio nets (which includes Guard Force working frequencies, marine channel 14, and local police and fire frequencies) for the purpose of maintaining situational awareness. This post is responsible for assessing alarms in the Electronic Surveillance System and calling out the appropriate responders (Guard Force or/and 911). This post is responsible for coordinating the entrance of emergency responders into the facility with the Chief Lockmaster and the Guard Force to ensure fast and efficient entry into facility through various gates and across the lock chambers. This post is responsible for maintaining continuous contact with responders, providing continual updates/assessments as appropriate. In the event of an Emergency or a notable incident, this post is responsible for calling the appropriate persons as specified in the Soo Locks Emergency Action Plan. This post is responsible 365 days per year for being the final point of contact for an automated phone system for emergencies and persons without touch-tone phones. This is a stationary post located in a secured Electronic Surveillance Control Center. This post will be responsible for performing and documenting an operational test of system components at the start of each shift. This post acts as shift supervisor/leader in the absence of Post No. S1.

c. Gate No. 9 Guard (Main Gate)– Post No. 2. This post is staffed 24 hours per day, 7 days per week, 365 days per year. This post works under the guidance of Post No. 1 maintaining radio and phone contact with all other posts. This post is responsible for the inspection of all persons, vehicles, and packages entering the park through Gate No.9. This post is also responsible for monitoring the activities of all persons within sight of the post. This post will have the ability to view the Electronic Surveillance system and will operate it for incoming responders for the purpose of performing their own situational assessments. In the event of an emergency, this post will work with Law Enforcement officials to help secure perimeter and maintain access and egress control as specified in the Soo Locks Emergency Action Plan. This post is responsible for issuance of keys to authorized individuals.

d. Gate No.11 Guard (Visitors Center)– Post No. 3. This post is on the same schedule as the Visitors Center (typically from 0800 to 2000 starting on Mother's Day in May and ending on Sunday following the second full week in October). This post works under the guidance of

Post No. 1 maintaining radio and phone contact with all other posts. This post is responsible for the inspection of all persons and packages entering the park through Gate No.11. This post is also responsible for monitoring the activities of all persons within sight of the post. In the event of an emergency, this post will work with Law Enforcement officials to help secure perimeter and maintain access and egress control as specified in the Soo Locks Emergency Action Plan.

e. Gate Nos. 6&4 Guard (Fountain/East Lot)– Post No. 4. This post staffs the Employee Parking Lot Entrance Monday Through Friday from 0630 to 0800. At other times this post staffs Gate No.6 near the Park Fountain on the same schedule as the Visitors Center (typically from 0800 to 2000 starting on Mother’s Day in May and ending on Sunday following the second full week in October) or Post No. R2 when the Visitor Center is closed. This post works under the guidance of Post No. 1 maintaining radio and phone contact with all other posts. This post is responsible for the inspection of all persons, vehicles, and packages entering Gate No. 4 when staffing this gate. This post is also responsible for monitoring the activities of all persons within sight of the post. This post is responsible for response to systems alarms and intruders along with Post No. R1. When responding, Gate No.6 will be immediately secured or if at Gate No. 4, gate operation will be turned back over to electronic operation. In the event of an emergency, this post will work with Law Enforcement officials to help secure perimeter and maintain access and egress control as specified in the Soo Locks Emergency Action Plan.

f. Roving Guard No. 1 (Shift Supervisor)– Post No. R1. This post is staffed 24 hours per day, 7 days per week, 365 days per year. This post is responsible for response to systems alarms and intruders along with Post No. R2 or Post No. 4 depending on the time of day/season. This post is responsible for escorting guests, visitors, and vessel personnel to and from the area; for inspecting the facility; and for patrolling the park area as time permits. Special instructions and operating procedures will be given depending on needs/circumstances. Patrols and inspections by this guard may be performed on foot with the use of a contractor-provided electric cart and with a contractor-provided motor vehicle. In the event of an emergency, this post will work with Law Enforcement officials to help secure perimeter and maintain access and egress control as specified in the Soo Locks Emergency Action Plan. During the winter months (approx. 15 December thru 1 May, depending on severity of winter) this post will be responsible for performing an inspection of steam lines and boilers once every eight hours. This inspection will cover the areas of the Lock Galleries and switchgear rooms, Davis Building, Generator Room, Warehouse, Steam Plant, and areas with steam traps in use. This inspection requires that the Guard call an automated time recorder from thirteen sites. A phone contact list will be provided for calling in observed problems with the Steam System.

g. Roving Guard No. 2– Post No. R2. This post is staffed during the hours that Post No.4 stands down. This post is responsible for response to systems alarms and intruders along with Post No. R1. This post is responsible for escorting guests, visitors, and vessel personnel to and from the area; for inspecting the facility; and for patrolling the park area as time permits. Special instructions and operating procedures will be given depending on needs/circumstances. In the event of an emergency, this post will work with Law Enforcement officials to help secure perimeter and maintain access and egress control as specified in the Soo Locks Emergency Action Plan.

2. Responsibilities: Generally, a guard's responsibilities for the security of the facility include the following:

a. Each guard must maintain situational awareness by reading the latest intelligence and news reports.

b. Each guard must be continually alert for any evidence of criminal activity, such as, trespassing, theft, disorderly conduct, vandalism, sabotage or other crimes against persons; and documenting such incidences.

c. Each guard is responsible for preventing unauthorized persons from passing through areas assigned to the respective guard posts. In the event that a person resists a guard's authorized questioning, request for credentials, or other properly directed procedure, the person shall be asked to leave. Should there be further resistance that may be beyond the control of a guard, assistance shall be requested of other guards and/or local law enforcement.

d. Each guard shall immediately report to the Security Assistant (SA) (Area Engineer or Chief Lockmaster, if the SA does not respond) and, if warranted, to the local police, any unauthorized attempt to enter or exit from the area, suspicious activity, and evidence of a criminal act.

e. During an emergency, a guard shall promptly render assistance as directed by emergency plan on file and as directed by the Security Assistant, (Area Engineer or Chief Lockmaster if SA is absent).

f. Each guard must be fully aware of the extent of vested authority imparted to the guard particularly with regard to arrest and inspections. These powers are limited as follows:

1. Arrest. A Guard has no more than the same legal authority as any ordinary citizen to make an arrest. The Contractor shall keep the guards advised as to the scope of such authority.

2. Inspection. Any inspection of personal property is limited to situations authorized by the District commander through the Area Engineer.

g. No guard shall vacate an assigned post without permission.

h. A guard should move casually within the area covered by the guard post and seek to avoid unnecessary altercations. Each guard shall act in a courteous, respectful, impersonal, firm, and objective manner.

i. Each guard shall become familiar with the SOO LOCKS EMERGENCY ACTION PLAN and with operating as part of the National Incident Management System (NIMS).

3. Access Controls:

a. Controlled Area: The entire Soo Area Office facility is a Controlled Access Area. Employee and Contractor access to the facility is controlled through the use of Proximity Cards which are issued by Post S1 via Post 2. Specific instructions regarding the issuance of Proximity Cards will be through written special orders.

b. Positive Key Control: Un-issued keys are secured in a container that meets the requirements of AR 190-51. Key control is practiced through a computerized system under which only personnel designated by the SA receive keys. A signed hand receipt must be used for the issuance and return of a key.

c. Access to office areas during duty hours are controlled by the responsible Branch or Section Chief.

d. Sign-in and sign-out rosters will be maintained by the guard at Post No. 2 to control entry to buildings after normal duty hours. Entry is permitted only with the approval of the Security Assistant (Area Engineer and Chief Lockmaster if SA is not available).

4. Radios: The Contractor is required to provide and maintain the following radio systems to ensure uninterrupted communications:

a. Marine VHF Base Station: Qty. = 1, required for Post No. 1.

b. 800 MHZ radio Base Station: Qty. = 1, required for Post No. 1.

c. 800 MHZ radio Hand Held: Qty. = 8, require one for each Post with spares for Government personnel use in emergencies.

d. 800 MHZ Scanner: Qty. = 1, required for Post 1.

5. GUARD POST ORDERS

1. System Administrator/Guard Supervisor – Post S1.

a. Staffed 0800 to 1630, Monday Thru Friday excluding holidays.

b. This is an armed Post.

- c. Overall Supervisor of all personnel under this contract.
 - d. Overall responsibility for operator level maintenance of Electronic Surveillance System, Fire Alarm System, and Gas Detection System.
 - e. Overall responsibility for administration of Electronic Surveillance System, Fire Alarm System, and Gas Detection System.
 - f. Receives guidance from Government laws, policies, and regulations, along with local policies.
 - g. Receives guidance from the Soo Area Office Security Officer a U.S. Army Corps of Engineers Employee.
 - h. Maintains records/files of:
 - 1. Daily shift log of Guard Force.
 - 2. Systems testing and testing reports.
 - 3. Systems faults, failures, and actions taken to make corrections.
 - 4. Soo Area Office policies concerning security.
 - 5. Incident Reports.
 - 6. List of persons with Access Authorization
 - i. Maintains situational awareness through review of intelligence data, and ensures dissemination of data to Guard Force as appropriate.
 - j. Prepares Guard Force training plans for approval of the Government and ensures training of Guard Force is accomplished.
 - k. Makes recommendations to Soo Security Officer regarding the repair and replacement of ESS components as needed.
 - l. Produces and issues temporary photo identification.
2. Surveillance System Operator – Post No. 1.
- a. Staffed 24 hours per day, 7 days per week, 365 days per year.
 - b. This is an armed post.
 - c. Performs an overall check of ESS at start of each shift.
 - d. Monitor Electronic Security System, assess alarms, and coordinate appropriate response.
 - e. Monitor Fire Alarm System, assess alarms, and coordinate appropriate response.
 - f. Monitor Gas Alarm System, assess alarms, and coordinate appropriate response.
 - g. Monitor Man-Down System, assess alarms, and coordinate appropriate response.
 - h. Monitor Equipment Alarm System, assess alarms, and coordinate appropriate response.
 - i. Document changes to THREATCON, FPCON, MARSEC, and DHS Threat Levels. Forward this information to all Guard Post, Area Engineer, Security Officer, or designated alternates.
 - j. Prepare Incident Reports.
 - k. Prepare Alarm Reports (valid and nuisance alarms).
 - l. Perform briefing of oncoming relief.
3. Gate No. 9 Guard (Main Gate)– Post No. 2.
- a. Staffed 24 hours per day, 7 days per week, 365 days per year.
 - b. This is an armed post.

c. Perform inspections of vehicles, visitors, personnel, baggage, etc. in accordance with written orders.

d. Issue keys and proximity cards in accordance with written orders.

e. Operate Electronic Security System for emergency responders.

f. Door to shelter will remain locked at all times, no persons will be allowed entry for other than Security or Maintenance business.

g. Maintain constant surveillance of the south perimeter fence, both eastward and westward, to the limits of vision.

h. Assist Emergency Responders in securing facility as outlined in SOO LOCKS EMERGENCY ACTION PLAN.

i. Issue visitor badges and proximity cards to persons authorized entry in writing (email) by the Area Engineer or his designated alternates. The identity of a visitor will be verified with either a Common Access Card (CAC) or driver's license with picture. The guard at Post No. 2 will be responsible for issuing, recovering, recording, and the safekeeping of 20 GREEN (unrestricted), 20 RED (escort), and 20 YELLOW (vendor/contractor) visitor badges. The guard will inventory these badges at the beginning of each work shift and enter the inventory count into the log.

j. Ensure that only those materials authorized to enter the area under a valid operation permit for the newsprint and laundry concessions, or other private enterprise, will enter the area.

k. Operate traffic bollards for vehicles and ensure that only authorized vehicles are allowed entry per written orders.

l. Be especially vigilant to the possible theft of Government property and question any person with property, materials, or supplies leaving the area.

m. Screen incoming emergency responders per written orders and ensure that proper escort is provided to responders. Admittance shall be recorded in the daily log with an appropriate explanation.

n. Maintain continuous monitoring of all post via security radio net.

o. The guard at Post No. 1 shall be responsible for examining and screening the identification and written authority of each person requesting to embark or disembark from vessels in the canal; and, shall assign a guard escort in accordance with 33 CFR 207.441 of the Navigation Regulations for St. Marys Falls Canal. The guard shall record such actions on a "Boarding and Leaving of Vessels" form (NCE Form 17) and transmit it to the SA. The Guard will work with the Chief Lockmaster to ensure that no person disembarking from a foreign vessel shall be released from the area until accompanied by or cleared by a Customs and Border Protection Officer. The same procedure applies to any person disembarking from an American vessel that was last cleared at a foreign port.

p. Responsible for the cleaning and maintenance of the shelter and is accountable for the property provided within. At least once each week, the basement and windows of the Post shelters shall be cleaned.

q. Snow Removal. Keep the walkway from door of the Gatehouse to the personnel gate and across the driveway, including the traffic bollards, free from snow and ice. No corrosive substances are permitted. Government-furnished sand may be used on ice.

4. Gate No.11 Guard (Visitors Center)– Post No. 3.

a. This post is staffed during the hours that the Visitors Center is open.

- b. This is an armed post.
- c. Perform inspections of vehicles, visitors, personnel, baggage, etc. in accordance with written orders.
- d. Maintain constant surveillance of the south perimeter fence, both eastward and westward, and the Visitors Center, to the limits of vision.
- e. Assist Emergency Responders in securing facility as outlined in SOO LOCKS EMERGENCY ACTION PLAN.
- f. Be especially vigilant to the possible theft of Government property and question any person with property, materials, or supplies leaving the area.
- g. Maintain continuous monitoring of all post via security radio net.

5. Gate Nos. 6&4 Guard (Fountain/East Lot)– Post No. 4.

- a. This post is staffed during the hours that the Visitors Center is open.
- b. This is an armed post.
- c. Perform inspections of vehicles, visitors, personnel, baggage, etc. in accordance with written orders.
- d. Maintain constant surveillance of the south perimeter fence, both eastward and westward, to the limits of vision.
- e. Assist Emergency Responders in securing facility as outlined in SOO LOCKS EMERGENCY ACTION PLAN.
- f. Be especially vigilant to the possible theft of Government property and question any person with property, materials, or supplies leaving the area.
- g. Maintain continuous monitoring of all post via security radio net.
- h. This post is responsible for response to systems alarms and intruders along with Post No. R1.
- i. When responding, Gate No.6 will be immediately secured or if at Gate No. 4, gate operation will be turned back over to electronic operation.
- j. Response will always be performed with two guards.

6. Roving Guard No. 1 (Shift Supervisor)– Post No. R1.

- a. Staffed 24 hours per day, 7 days per week, 365 days per year.
- b. This is an armed post.
- c. Assist Emergency Responders in securing facility as outlined in SOO LOCKS EMERGENCY ACTION PLAN.
- d. Be especially vigilant to the possible theft of Government property and question any person with property, materials, or supplies leaving the area.
- e. Maintain continuous monitoring of all post via security radio net.
- f. This post is responsible for response to systems alarms and intruders along with Post No. R2 or Post No. 4 depending on the time of day.
- g. Response will always be performed with two guards.
- h. This post is responsible for escorting guests, visitors, and vessel personnel to and from the area; for inspecting the facility; and for patrolling the park area as time permits.
- i. Patrols and inspections by this guard may be performed on foot, with the use of a contractor-provided electric cart, and with a contractor-provided motor vehicle.
- j. During the winter months (approx. 15 December thru 1 May, depending on severity of winter), this post will be responsible for performing an inspection of steam lines and

boilers once every eight hours. This inspection will cover the areas of the Lock Galleries and switchgear rooms, Davis Building, Generator Room, Warehouse, Steam Plant, and areas with steam traps in use. This inspection requires that the Guard call an automated time recorder from thirteen sites. A phone contact list will be provided for calling in observed problems with the Steam System.

k. The roving Guards shall be responsible for the entire secured area of the St. Marys Falls Canal, including the upper park areas. This post will be manned as noted in the Appendix to Section C. This guard shall not spend any more time in the immediate vicinity of Post No. 1 than specific escort obligation demands. The Roving Guard shall maintain continuous radio contact with the guard at Post No. 1.

7. Roving Guard No. 2– Post No. R2.

- a. This post is staffed during the hours that Post No.4 stands down.
- b. This is an armed post.
- c. Assist Emergency Responders in securing facility as outlined in SOO LOCKS EMERGENCY ACTION PLAN.
- d. Be especially vigilant to the possible theft of Government property and question any person with property, materials, or supplies leaving the area.
- e. Maintain continuous monitoring of all post via security radio net.
- f. This post is responsible for response to systems alarms and intruders along with Post No. R1.
- g. Response will always be performed with two guards.
- h. This post is responsible for escorting guests, visitors, and vessel personnel to and from the area; for inspecting the facility; and for patrolling the park area as time permits.
- i. Patrols and inspections by this guard may be performed on foot, with the use of a contractor-provided electric cart, and with a contractor-provided motor vehicle.
- j. During the winter months (approx. 15 December thru 1 May, depending on severity of winter), this post will be responsible for performing an inspection of steam lines and boilers once every eight hours. This inspection will cover the areas of the Lock Galleries and switchgear rooms, Davis Building, Generator Room, Warehouse, Steam Plant, and areas with steam traps in use. This inspection requires that the Guard call an automated time recorder from thirteen sites. A phone contact list will be provided for calling in observed problems with the Steam System.
- k. The roving Guards shall be responsible for the entire secured area of the St. Marys Falls Canal, including the upper park areas. This post will be manned as noted in the Appendix to Section C. This guard shall not spend any more time in the immediate vicinity of Post No. 1 than specific escort obligation demands. The Roving Guard shall maintain continuous radio contact with the guard at Post No. 1.

C.3 DEFINITIONS - TECHNICAL. As used throughout this contract, the following terms shall have the meaning set forth below. Additional definitions are in the "DEFINITIONS" clause in Section I.

- a. Accepted Guard Force Personnel. Those personnel meeting all uniform, appearance, standards of conduct, security, and training requirements.

b. Contracting Officer (KO). The Contracting Officer is a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

c. Contractor. The term Contractor as used herein refers to both the prime Contractor and any subcontractors. The prime Contractor shall ensure that his/her subcontractors comply with the provisions of this contract.

d. Contractor Representative. A foreman or superintendent assigned in accordance with the "Identification of Contractor Employees" paragraph, Section C.

e. Guardmount. A briefing and inspection of guards coming on duty at changes of shift. Guards are briefed on any pertinent information pertaining to their post. Guards are also inspected for uniform and appearance standards.

f. Performance Requirements Summary Table. The instrument used primarily by the Contracting Officer in calculating payment deductions for unsatisfactory performance or nonperformance of contract requirements. See Attachment J-C2.

g. Post. A station or task to which guards are assigned.

h. Quality Assurance (QA). A method used by the Government to provide some measure of control over the quality of purchased goods and services received.

i. Quality Assurance Evaluator (QAE). The Government employee responsible for the daily monitoring of Contractor performance.

j. Quality Control (QC). A method used by the Contractor to control the quality of goods and services produced.

k. Regular Working Hours. The Government's regular (normal) office working hours are from 0700 to 1730, Monday through Friday except (a) federal holidays and (b) other days specifically designated by the Contracting Officer. Note: the Soo Area Office maintains a 24 hour per day operations of two locks and two Hydroelectric power plants

l. Response Time. Response time is defined as the time allowed the Contractor after initial notification of a work requirement to be physically on the premises at the work site with appropriate equipment and materials, ready to perform the work required. Response times are designated in the appropriate technical paragraphs in Section C.

m. Standard Operating Procedures (SOPs). Administrative manual defining routine and standard procedures for handling situations and matters pertaining to posts and guard service requirements.

C.4 GOVERNMENT FURNISHED PROPERTY, MATERIALS AND SERVICES. The Government will furnish or make available to the Contractor certain Government owned facilities, equipment, materials, and utilities for use in connection with this contract.

a. Government Furnished Facilities. The Government will furnish or make available to the Contractor the facilities described in Attachment J-C3.

b. Government Furnished Equipment. The Government will furnish or make available to the Contractor the tools and equipment listed in Attachment J-C4.

c. Government Furnished Material. The Government will not provide any materials to the Contractor.

d. Availability of Utilities. The Government will furnish utility services.

C.5 CONTRACTOR FURNISHED ITEMS. Except for the items delineated in paragraph C.4, the Contractor shall provide all equipment, materials, and services to perform the requirements of this contract. Specific Contractor furnished items are listed in Attachment J-C6.

C.6 MANAGEMENT. The Contractor shall manage the total work effort associated with the guard services required herein to assure fully adequate and timely completion of these services. Such management includes, but is not limited to, planning, scheduling, report preparation, establishing and maintaining records, and quality control. The Contractor shall provide staff with the necessary management expertise to assure the performance of the required work.

a. Work Control. The Contractor shall implement all necessary scheduling and personnel/equipment control procedures to ensure timely accomplishment of all guard services requirements.

b. Initial Work Schedule. Within 15 calendar days after award, the Contractor shall submit to the Contracting Officer, a general schedule of planned performance of work for the contract period. The Schedule shall indicate the day or days of the week that weekly or more frequent services will be accomplished, the week of the month that items of less than weekly frequency will be accomplished, the location to receive services, and the services to be accomplished.

c. Monthly Work Schedule. The Contractor's monthly work schedule shall indicate the specific hours of the day each post will be manned, including the number of personnel per post. Other known requirements, such as scheduled escort services, scheduled courier services, and scheduled fire/evacuation drills shall also be shown on the schedule. Proposed changes to the monthly work schedule shall be submitted to the Contracting Officer at least 72 hours prior to the start of the period in question.

d. Records and Reports. The Contractor shall maintain records and prepare reports as set forth in Attachment J-C7. A copy of all reports shall be maintained on-site and available for inspection by the Government at all times. From time to time the Contractor's employees may be required to make written and oral statements to the Army Inspector General, the Federal Bureau

of Investigation, or other agencies due to the nature of a particular incident. Any written statements provided shall be considered a report under the terms of the contract. All records and copies of reports shall be turned over to the Contracting Officer within five calendar days after contract completion.

C.7 SUPERVISION/GUARDMOUNTS

a. Supervision. The Contractor shall provide adequate on-site supervision of employees at all times that a post is manned. The supervisor shall ensure that each post is manned as required, that employees are properly uniformed and present a neat appearance, and that each employee is familiar with their post and duties (i.e. each shift will have a supervisor or leader). Such supervision shall include an informal "guardmount" at the start of each shift during which relief personnel shall be assembled for inspection, arming, announcements, and a general transfer of information from one shift's personnel to the next. This is in addition to the time required for posting and relief of personnel.

b. Availability of Supervision. The Contractor's supervisory personnel in charge of work under this contract shall be available at all times to receive and implement orders or special instructions from the Contracting Officer concerning matters which affect the operation, protection and/or security of assigned areas.

c. Duties of Supervision. The Contractor's Representative or Supervisor shall hold the position of an on-duty guard.

C.8 STANDARDS OF CONDUCT. The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance, and integrity, and for taking such disciplinary action against his/her employees as may be necessary. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, the U. S. Army, and the Federal Government. The Government reserves the right to direct the Contractor to remove an employee from the work site for failure to comply with the standards of conduct. The Contractor shall initiate immediate action to replace such an employee to maintain continuity of services at no additional cost to the Government.

a. Appearance. The Government requires a favorable image and considers it to be a major asset of a protective force. The employee's attitude, courtesy, and job knowledge are influential in creating a favorable image. However, most people form an opinion by the appearance of the uniformed employees. All contract employees are therefore required to comply with the military hair/beard/mustache length and style requirements.

b. Neglect of Duties shall not be condoned. This includes sleeping on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours, and refusing to render assistance or cooperate in upholding the integrity of the work site security.

c. Disorderly Conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient Government operations.

d. Intoxicants. The Contractor shall not allow any employee (while on duty) to possess, sell, consume, or be under the influence of intoxicants, drugs, or substances, which produce similar effects.

e. Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include, but are not limited to, the following:

1. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records.
2. Unauthorized use of Government property, theft, vandalism, or immoral conduct.
3. Unethical or improper use of official authority or credentials.
4. Misuse of weapons.
5. Security violations.

C.9 UNIFORMS. While on duty, all guard force personnel shall wear a complete uniform of the type prescribed below so that a favorable public image is presented. Shoes shall be shined and all items of clothing shall fit well and be clean, neat, and pressed, if appropriate. The uniform's color(s) shall be the same as that in general use by large guard or police organizations in the United States. All employees shall wear the same color and style of uniform. An appropriately lettered breast badge and cap ornament shall indicate the jurisdiction from which authority, if any, is obtained. Shoulder patches with Contractor identification and not larger than 4½ inches by 4½ inches shall be worn on the uniform's left shoulder. No other Contractor identification is to be worn or displayed on the uniform. Cleaning, pressing, and repair costs shall be paid by the Contractor as allowed in the attached Department of Labor Service Contract Labor Wage Determination. Each employee shall be issued a uniform by the Contractor to include the following items:

- Shirt
- Trousers (skirts are optional for female employees)
- Necktie
- Cap
- Jacket (in winter)
- Appropriate Protective Body Armor (Bullet Proof Vest)
- Name tag (over left breast pocket)

- Handcuffs, key, and pouch
- Baton (police regulation type) and holder
- Pepper Spray and Pepper Spray Holster (typical police issue)
- Flashlight and batteries (producing light equal to or greater than a flashlight with 2 "D" cell batteries)
- Inclement weather protection (as needed)
- Whistle
- Shoes and safety helmets that meet ANSI 289.1-1969
- Holster including safety strap (crossdraw and swivel holsters are not authorized)
- Holster belt
- Ammunition pouch

C.10 COMMUNICATIONS. The Contractor shall coordinate with the State of Michigan all actions necessary to obtain permission to procure and operate 800 Mhz Radios on the State of Michigan's Radio Net.

C.11 VEHICLES. The Contractor shall provide all vehicles necessary for the performance of this contract. All vehicles shall be kept in a safe operating condition at all times. All fuel, oil, lubricants, and maintenance shall be provided by the Contractor. All vehicles shall be identically painted in an approved color. All vehicles shall be clearly marked (front, rear, and both sides) with distinctive insignia containing the word "SECURITY" in letters at least four inches in height. Each vehicle shall have a clearly visible red and/or blue flashing light. Each vehicle shall have a distinctive siren. Each vehicle shall have a handheld or fixed search light with a minimum of 100,000 candlepower. In the event of a vehicle breakdown, the Contractor shall provide a replacement vehicle on site that meets all contract requirements within 48 hours of breakdown. All vehicle repairs shall be done off Government property, except for minor work such as changing a flat tire, battery, etc. Vehicles that are not operable, are undergoing maintenance, are located at another site, or are otherwise unavailable for immediate use are not acceptable.

C.12 KEY/COMBINATION CONTROL. The Contractor shall receive, secure, issue, and account for all keys issued for access to buildings, offices, equipment, gates, etc. for the purposes of this contract. Prior to starting work, the Contractor shall sign a receipt for all keys/combinations issued by the Government. The Contractor shall maintain records, to be made available to the Government Representative upon request, that show how many keys are in

existence, in whose possession they are. Keys shall not be duplicated without the Contracting Officer's approval. Software for key control will be provided by the Government.

C.13 PERSONNEL REQUIREMENTS

a. Physical Fitness Program. The Contractor shall develop and maintain a physical fitness program for all guard force personnel assigned to duty under this contract. The program shall be sufficiently comprehensive to ensure employees maintain physical fitness allowing them to continuously meet the physical requirements of their duties.

b. Authority and Jurisdiction

1. Authority. Authority of Contractor personnel to detain and/or make arrests shall be that of private citizens as defined by the laws of the state(s) in which performance takes place; and each member of the guard force shall be under a duty by virtue of his/her employment under this contract to exercise that authority in the manner directed by this contract, including the SOP.

2. Jurisdiction. Members of the guard force shall be familiar with and comply with the limits of Army jurisdiction, as defined in the SOP.

c. Employment Suitability and Qualifications. Prior to assignment to the Contractor's guard force, an individual shall meet the following suitability criteria. Employees not assigned to the guard force shall satisfy the requirements of the "Identification of Contractor Employees" paragraph in Section C.

1. Education. Possess a high school diploma or equivalent, or pass an equivalent performance examination designed to measure basic job-related mathematical, language, and reasoning skills. Possess basic computer skills and the ability to learn and use security related software and Hardware. Possess the knowledge and ability to perform all required guard services duties. Must be able to read, write, and speak English.

2. Felony Convictions. Have no felony convictions and no convictions that reflect on the individual's reliability.

3. Age. Be 21 years of age or older, or be an honorably discharged veteran. Must be 21 years of age to be armed.

4. Citizenship. Be a citizen of the United States.

5. Physical Qualifications. Pass a physical examination given by a licensed physician or health care professional prior to assignment and yearly thereafter. Two copies of a written certification from the examining physician that the employee meets the following physical qualifications shall be provided to the Contracting Officer following each examination. The following physical requirements apply for all guard force personnel:

a. Vision

1 Distant visual acuity in each eye shall be correctable to 20/30 (Snellen or equivalent) in the better eye and 20/40 in the other eye with eyeglasses or contact lenses. If uncorrected distance vision is not at least 20/40 in the better eye, the individual shall carry an extra pair of corrective lenses. Near visual acuity, corrected or uncorrected, shall be at least 20/40 in the better eye. Field of vision must be at least 70 horizontal meridian in each eye. The ability to distinguish red, green, and yellow colors is required. Loss of vision in one eye is disqualifying. Glaucoma shall be disqualifying unless controlled by acceptable medical or surgical means, provided such medications, as may be used for controlling glaucoma do not cause undesirable side effects which adversely affect the individual's ability to perform assigned security job duties, and provided the visual requirements stated above are met. On-the-job evaluation shall be used for individuals who exhibit a mild color vision defect.

2 Where corrective eyeglasses are required, they shall be of the safety glass type.

3 The use of corrective eyeglasses or contact lenses shall not interfere with an individual's ability to effectively perform assigned security job duties during normal or emergency operations.

b. Hearing

1. Individuals shall have no hearing loss in the better ear greater than 30 decibels average at 500 Hz, 1000 Hz, and 2000 Hz, with no level greater than 40 decibels at any one frequency (by ISO 389 "Standard Reference Zero for the Calibration of Purtone Audiometer" (1975) or ANSI S3.6-1969 (r. 1973) "Specifications for Audiometers").

2. A hearing aid is acceptable provided suitable testing procedures demonstrate auditory acuity equivalent to the above stated requirement.

3. The use of a hearing aid shall not decrease the effective performance of the individual's assigned guard duties during normal or emergency operations.

c. Each guard services employee shall be in good physical condition, be able to protect themselves and others, and withstand sudden emotional stress and physical exertion in apprehension of suspects and violators. Pursuit may be on foot, requiring running, jumping, climbing, and/or crawling, followed by physical contact to overpower the violator as necessary.

d. Diseases. Individuals shall have no established medical history or medical diagnosis of epilepsy or diabetes, or, where such a condition exists, the individual shall provide medical evidence that the condition can be controlled with proper medication so that the individual will not lapse into a coma or unconscious state while performing assigned guard services duties.

e. Addiction. Individuals shall have no established medical history or medical diagnosis of habitual alcoholism or drug addiction, or, where such a condition has existed, the individual shall provide certified documentation of having completed a rehabilitation program

which would give a reasonable degree of confidence that the individual would be capable of performing assigned guard services duties.

f. Other Physical Requirements. An individual who has been incapacitated due to serious illness, injury, disease, or operation, which could interfere with the effective performance of assigned guard services duties, shall, prior to resumption of such duties, provide medical evidence of recovery and ability to perform such duties.

d. Training. All guard force personnel shall be trained in accordance with the requirements of Army regulations. A summary of these training requirements is included in Attachment J-C8. The Government reserves the right to revise this instruction during the contract period. If such revision materially affects the time or cost of performance under this contract, a modification will be processed in accordance with the "CHANGES - FIXED PRICE" clause, Section I.

1. Training Plan

a. Within 10 calendar days after contract award the Contractor shall submit three copies of his/her proposed training plan to the Contracting Officer for review and approval. The training plan shall include the following, at a minimum, for Phase One, Phase Two, and Firearms Proficiency Training requirements:

1. Name and location of training facility.

2. If training facility is not an institute accredited to provide such training, names and qualifications of instructors.

3. Dates/Times training courses are to be presented.

b. The Government reserves the right to reject the training plan if it determines that training facilities are inadequate and/or instructors are not qualified to provide such training. If the training plan is rejected, the Contractor shall submit a new training plan within 10 calendar days. Failure to submit an acceptable training plan may be grounds for termination for default of this contract. Revisions to the approved training plan shall be submitted to the Contracting Officer for review/approval within five calendar days of such revision. In the event of personnel turnover, new Contractor employees must complete training under the Contractor's then current training plan. The Government reserves the right to audit all or part of Contractor provided training courses.

2. Specific Requirements

a. Phase I Training. Each member of the guard force shall successfully complete a minimum of 8 hours of Phase I training on the any subjects specified in Attachment J-C8.

b. Phase II Training. Each member of the guard force shall receive a minimum of sixteen hours of Phase II refresher training annually, as specified in Attachment J-C8.

c. Firearms Proficiency Training and Qualification. Each member of the guard force which may be required to carry a weapon shall be trained and qualified to meet the minimum standards specified in FM 19-10, including initial training and qualification, sustainment training, and annual qualification. No member of the guard force shall bear a firearm on board the activity or be assigned to an armed post until a written certification of qualification has been provided to the Contracting Officer, and the guard has successfully completed training in the use of deadly force.

3. Lack of Training. If the Contracting Officer determines Contractor employees do not possess required Phase I or firearms proficiency training and qualifications, or if employees fail to successfully complete firearms sustainment training, annual qualification, and annual Phase II training, the Contracting Officer will direct the Contractor to immediately remove such employees from duty and provide qualified replacements at no additional cost to the Government. If the Contractor fails to provide such replacements, the Government may exercise one of its options under the "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES" clause, Section E, or may exercise other options available through other provisions of the contract.

e. Firearms Licensing and Permits. The Contractor shall ensure each member of the guard force required to carry a firearm complies with all current state and local firearms suitability, licensing, and permit requirements, including the following:

1. Firearms Permits. Except where precluded by local law or ordinance, the Contractor shall (1) obtain a permit for each guard required to carry a firearm, and (2) maintain on file a current firearm permit for each guard. A copy of each guard's permit will be provided to the Contracting Officer at least three working days prior to the anticipated assignment date of any individual. All guards shall carry their permit on their person while on duty. The Contracting Officer shall be immediately notified should such permits be terminated, revoked, or suspended at any time and the guard(s) affected shall be immediately removed from the work site.

2. Bonds. The Contractor shall provide all official bonds required, and pay all fees or costs involved or related to the authorization for the arming of all employees engaged in providing services specified under this contract.

f. Employment of Government Personnel. The Contractor shall not employ for the purposes of this contract any civilian currently employed by the Government at this activity or any of its tenant activities, nor any active duty military personnel.

g. Continuous Employee Observation/Evaluation. The Contractor shall arrange for continuous supervisory observation and evaluation of all guard force personnel, and take appropriate corrective measures for all indications of emotional instability noted in the course of performing assigned guard services duties.

C.14 PERSONNEL SECURITY CLEARANCE REQUIREMENTS

a. National Agency Check. All Contractor employees assigned to perform guard services under this contract must pass a favorable National Agency Check. The Contractor shall provide necessary information to, and complete all forms requested by the activity Security Officer for the purpose of initiating this check. Before assigning any employee to guard duties the Contractor must possess a letter from the Security Officer indicating that the check on that employee is favorable.

b. Security Clearance. N/A

b. Facility Clearance. A Facility Clearance is required for this contract. The Contractor shall furnish the information required in Attachment J-2 and any other information required by the activity Security Officer to process this clearance.

C.15 WORK REQUIREMENTS

a. Entry Control. The Contractor shall deter unauthorized personnel, property, or vehicles from entering into the area(s) defined in the SOP. The following post shall be controlled during the specified times.

<u>Post No.</u>	<u>Location</u>	<u>Hours/Day</u>	<u>Days/Week</u>	<u>Minimum # of Guards</u>	<u>Armed</u>
1	Gate #9 ¹ or #47 ² (As specified)	24	7	1	Yes

1. Authorized personnel or vehicles shall be allowed entry within One minute after arrival and the Contractor shall minimize traffic congestion during peak periods of personnel arrivals/departures.

¹ Manned 24 hours per day when park is closed for winter. During tourist season it is manned between the hours of 0000 to 0700 daily.

² During the tourist season it is manned between the hours of 0700 to 2400 daily.

2. The Contractor shall comply with the SOP regarding issuance of passes and badges to Government employees, visitors, Contractors, vendors, and others. The Contractor shall courteously and promptly process visitors, issue appropriate identification badges to authorized visitors, and record required information. Contractor employees shall provide clear directions to visitors upon request. Visitors shall either be denied access or issued an identification badge within 5 minutes after their arrival.

3. The Contractor shall maintain a list of lost items, accept found items, and secure them until they can be transferred to owner or Station Commander or Authorized representative for disposition. The Contractor shall be fully responsible for items in his/her possession.

4. All gates and vehicle barriers shall be closed to inbound traffic and locked, and an "all secure" report made in accordance with the specific procedures contained in the SOP within five minutes of notification of the Contractor's base station or shift supervisor.

5. Post No. 1 is responsible for maintaining the UHF Radio Net.

6. Post No. 1 is responsible for maintaining the Intrusion Detection System.

7. Post No. 1 is responsible for monitoring any equipment, fire, or gas alarms as they are made available in the post.

8. Post No. 1 is responsible for monitoring all surveillance cameras.

b. Exit Control. The Contractor shall comply with the SOP regarding detention of persons or property, and shall insure any person(s) attempting to take Government property off the installation has a valid property pass, as identified in the SOP.

c. Roving Patrol. The Contractor shall provide personnel for roving patrols as specified in the table below. Specific requirements for each post are discussed in paragraphs C.15.c(1) through C.15.c(6), and in the SOP. All roving patrol guards shall be equipped with communications equipment as specified in the "Communications" paragraph of this section, and be capable of making instantaneous contact with the Contractor's base station and/or shift supervisor at all times.

<u>Post No.</u>	<u>Location</u>	<u>Hours/Day</u>	<u>Days/Week</u>	<u>Minimum # of Guards</u>	<u>Armed</u>
R1	Upper Park, Canal, North Perimeter (Escort)	variable ³	7	1	Yes
R2	Lower Park, warehouse South Perimeter	24	7	1	Yes

1. General. The roving patrol function includes both foot and motorized patrols. Roving patrols shall be continuously on the alert for the occurrence of fires, explosions, collapses, leaks, flooding, equipment failure, and other catastrophes by close and detailed observation of buildings, machinery, vehicles, equipment, other resources, and personnel. Unsafe or potentially unsafe conditions, procedures, or activities shall be identified and promptly corrected, if possible. Alternatively, the Contractor shall restrict admission to the unsafe area to minimize the risk and notify the proper authority so that repair or correction can be accomplished as soon as possible. In the event of a catastrophe, the Contractor shall immediately summon appropriate response forces and then notify Government personnel prescribed by the SOP; assist in minimizing the effects thereof; and assist in restoring the area to a safe condition as soon as possible.

2. Perimeter. A check shall be made of the entire station perimeter to detect unauthorized entry (attempted or actual) at the frequency prescribed in the SOP. Routes shall be varied in order not to establish a set pattern.

3. Building/Equipment Checks. Security checks shall be made of all buildings and pieces of equipment identified in the SOP at the frequencies prescribed in the SOP. While such checks are primarily to detect unsecured facilities, the patrol shall also immediately report fire, flooding, or other condition that could result in damage to buildings/equipment or injuries to personnel. Such checks shall specifically include restricted document storage areas, weapons and munitions storage areas, safes, and other areas specifically identified in the SOP. The patrol guard(s) shall also turn off unnecessary lights and appliances and close windows/doors to conserve energy and turn off appliances such as coffee pots and hot plates that present a fire hazard. The Contractor's employees shall not disturb papers on desks, open desk drawers or cabinets, erase blackboards, or use Government equipment except as authorized.

4. Traffic, Parking, and Pedestrian Control. The Contractor shall contact local law enforcement for ticketing of unauthorized vehicles. Abandoned vehicles shall be reported promptly in accordance with the SOP. Vehicles parked in prohibited zones (e.g., fire lanes, and other such areas) which require removal by towing, will also be reported per the SOP.

³ 24 hours per day from 25 March to 15 January. 8 hours per day (day shift only) from 16 January to 24 March.

5. Deviation from Prescribed Schedules

a. Government Directed. In the case of emergency conditions requiring immediate attention, the Contracting Officer may direct the Contractor's on site supervisor to temporarily divert personnel from their normal roving patrol duties to respond to the emergency conditions, at no additional cost to the Government. Such employees shall return to their normally assigned duties when released from the emergency situation.

b. Contractor Directed. Except for the emergency conditions described in the SOP, the Contractor shall not divert roving patrol personnel from their prescribed schedules without the prior approval of the Contracting Officer. In instances where verbal deviation approval is given by the Contracting Officer, all pertinent facts concerning the deviation shall be recorded in an incident report and forwarded to the Contracting Officer within three hours of the approval. Diversions resulting from emergency conditions described in the SOP shall be reported to the Contracting Officer in an incident report within three hours of the diversion.

d. Escort Services. The Contractor shall provide escort services as described in the SOP for visitors and vessel crewman.

e. Miscellaneous Services

(1) Monitoring of Alarm Systems. The alarm systems(s) listed below shall be monitored by the Contractor continuously during the periods indicated. Post 1 will continuously monitor these systems. Post 1 will assess alarms using cameras and/or Guard Force personnel then contact appropriate Contractor personnel, Government personnel, or Emergency services for response within the time frames specified in the SOP. Guards must arrive at the alarm site or conduct remote assessment as appropriate within the appropriate response times specified below. Response time begins when the alarm sounds. The Government reserves the right to test the Contractor's response to alarms not more than once a month during the term of the contract without prior notice.

ALARM SYSTEMS MONITORED FROM POST NO. 1

<u>Location</u>	<u>Alarm Type</u>	<u>Monitored During the Periods</u>	<u>Type Signal</u>	<u>Response Time</u>
ANY	INTRUSION	24 HOURS PER DAY 7 DAYS/WEEK	VISUAL/AUDIBAL	5 MINUTES
ANY	FIRE	24 HOURS PER DAY 7 DAYS/WEEK	VISUAL/AUDIBAL	5 MINUTES
ANY	HIGH WATER	24 HOURS PER DAY 7 DAYS/WEEK	VISUAL/AUDIBAL	5 MINUTES

ANY EQUIPMENT 24 HOURS PER DAY VISUAL/AUDIBAL 5 MINUTES
7 DAYS/WEEK

ANY GAS* 24 HOURS PER DAY VISUAL/AUDIBAL 5 MINUTES
7 DAYS/WEEK

(2) Complaints. The Contractor shall receive complaints from any person concerning security, safety, or law enforcement within the Government's jurisdiction. Such complaints shall be promptly reported to the Security Officer or Area Engineer for resolution and disposition. The Contractor shall endeavor to deter crimes against persons without waiting for a specific complaint, while immediately notifying the local police.

(3) Gate/Building Openings. The Contractor shall open and close gate(s) and building(s) within Ten minutes of the scheduled time as specified in the SOP. Locked gates or buildings must be opened within Five minutes in response to an authorized request at any time. The Contractor shall maintain a record of all nonscheduled gate/building openings.

g. Special Events/Extra Service. Special events and extra service are situations where additional accepted guard force personnel will be required on a one-time basis. Payment for such events will be included in the indefinite quantity portion of the contract. The unit price bid for this item includes all direct and indirect costs associated with providing one post hour of guard services, including all costs for transportation, equipment, etc. Known special events and extra service include the following:

1. Engineers Day. Two additional guards shall be provided during the hours 0800 hrs to 1630 hrs on Engineers Day. These guards shall be stationed at the Southeast Operating Gate of the Poe Lock and at the Southeast Entrance to the Administration Building to provide additional traffic and crowd control beyond that normally required.

2. Soo Arts Festival. One additional guard shall be provided from 0900 hrs to 1730 hrs during the Soo Arts Festival. This guard shall provide additional traffic and crowd control beyond that normally required.

3. National or Local Emergency. In the case of an increased THREATCON the Government may desire to add additional guards at times and places at the Soo Locks Facility that would be appropriate for the threat or condition.

4. Floating Plant Security. Government Floating Plant (Crane Barges, Survey Vessels, Tug Boats, and Launches) dock at several different locations along the St. Marys River on an intermittent basis. At times due to the value of the equipment and potential local vandalism, one guard may be required week days from 1630 to 0800 and weekends on a 24 hour basis. From 15 April to 15 December the following docks-geographical locations are used: Homestead Dock-Sugar Island, Lower Dam-Barbeau, Cell Dock-Neebish Island, and Coal Dock-Detour.

C.16 GENERAL ADMINISTRATIVE REQUIREMENTS

a. Directives. Applicable Department of Defense (DOD), Secretary of the Army, and other directives, instructions, and regulations are listed in Attachment J-C9.

b. Station Regulations

1. The Contractor and his/her employees shall become acquainted with and obey all Government regulations as posted, or as requested by the Contracting Officer.

c. Fire Protection. The Contractor and his/her employees shall know where fire alarms are located and how to turn them on. The Contractor shall handle and store all combustible supplies, materials, waste and trash in a manner that prevents fire or hazards to persons, facilities, and materials. Contractor employees operating critical equipment shall be trained to properly respond during a fire alarm or fire per local activity instructions.

d. Environmental Protection. The Contractor shall comply with all applicable federal, state, and local laws, and with the regulations and standards as requested by the Contracting Officer. All environmental protection matters shall be coordinated with the Contracting Officer. Inspection of any of the facilities operated by the Contractor may be accomplished by the Activity Environmental Protection Coordinator, or authorized officials on a no-notice basis during normal working hours. In the event a regulatory agency assesses a monetary fine against the Government for violations caused by Contractor negligence, the Contractor shall reimburse the Government for the amount of that fine and others costs. The Contractor shall also clean up any oil spills which result from the Contractor's operations.

e. Disposal

Debris, rubbish and non-usable material resulting from the work under this contract may be disposed of on Government property at appropriate trash receptacles at the direction of the KO or off Government property at the option of the Contractor. In either case, the Contractor must dispose of all hazardous waste in accordance with the Resource Conservation and Recovery Act and all other applicable federal, state and local laws and regulations.

f. Safety Requirements and Reports

1. Prior to commencing work, the Contractor shall meet in conference with the KO to discuss and develop mutual understandings relative to administration of the Safety Program.

2. The Contractor's work space may be inspected periodically for OSHA and Army violations. Abatement of violations will be the responsibility of the Contractor and/or the Government as determined by the KO. The Contractor shall provide assistance to the Safety Office escort and the federal or state OSHA inspector if a complaint is filed. Any fines levied on the Contractor by federal or state OSHA offices due to safety/health violations shall be paid promptly.

3. The Contractor shall report to the Safety Officer, in the manner and on the forms prescribed by the Government, exposure data and all accidents resulting in death, trauma, or occupational disease. All accidents must be reported to the Safety Officer within 24 hours of their occurrence.

4. The Contractor shall submit to the Safety Officer a full report of damage to Government property and/or equipment by contractor employees. All damage reports shall be submitted to the Safety Officer within 24 hours of the occurrence.

g. Security Requirements

1. The Contractor shall comply with all activity security requirements. Upon request, the Contractor shall submit the name and address of each employee hired for work on this contract and shall cause to be filled out questionnaires and other forms as may be required for security.

2. Neither the Contractor nor any of its employees shall disclose or cause to be disseminated any information concerning the operations of the activity which could result in or increase the likelihood of the possibility of a breach of the activity's security or interrupt the continuity of its operations.

3. Disclosure of information relating to the services hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under his/her control in connection with work under this contract, may subject the Contractor, his/her agents or employees to criminal liability under 18 U.S.C., Sections 793 and 798.

4. All inquiries, comments or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of this contract, the resolution of which may require the dissemination of official information will be directed to the activity Commander.

5. Deviations from or violations of any of the provisions of this paragraph will, in addition to all other criminal and civil remedies, provided by law subject the Contractor to immediate termination for default and/or the individuals involved to a withdrawal of the Government's acceptance and approval of employment.

h. Passes and Badges. All Contractor employees shall obtain the required employee pass. The Contractor shall, prior to the start of the contract, submit to the Security Assistant an estimate of the number of personnel expected to be utilized at any one time on the contract. The Government will issue badges without charge. Each employee shall wear the Government issued badge over the front of the outer clothing. When an employee leaves the Contractor's service, the employee's pass and badge shall be returned within five days. Passes and badges issued to Contractor employees shall not negate the requirement for employee identification required in the "Identification of Contractor Employees" paragraph.

i. Access to Buildings

1. It shall be the Contractor's responsibility, through the Security Assistant or Area Engineer, to obtain access to buildings and facilities and arrange for them to be opened and closed.

2. Keys may be issued to the Contractor; however, it shall be the Contractor's responsibility to arrange for adequate security of the buildings and facilities at the end of each work day.

3. The Contractor shall be responsible for the cost of replacing any keys that are furnished to and lost by his/her employees. If the Security Assistant decides that a lock must be replaced because of the loss of a key by the Contractor's employees, the Contractor shall pay the cost of that replacement. Similarly, the Contractor shall pay the cost of changing a combination if the Security Assistant has reasonable cause to believe that the combination has been compromised.

j. Identification of Contractor Employees

1. The Contractor shall provide to the Security Assistant the name or names of the responsible supervisory person or persons authorized to act for the Contractor.

2. The Contractor shall furnish sufficient personnel to perform all work specified within the contract.

3. Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.

4. The Contractor shall remove from the site any individual whose continued employment is deemed by the KO to be contrary to the public interest or inconsistent with the best interests of National Security.

5. No employee or representative of the Contractor will be admitted to the site of work unless satisfactory proof of citizenship is furnished.

6. All contractor/subcontractor employees working under this contract shall be identified by a distinctive name plate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for station required passes or badges.

k. Identification of Contractor Vehicles. The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate and safety inspection sticker, if applicable, and shall be maintained in good repair. Vehicles shall be equipped with a flashing blue light.

l. Permits. The Contractor shall, without additional expense to the Government, obtain all appointments, licenses, and permits required for the prosecution of the work. The Contractor shall comply with all applicable federal, state, and local laws. Evidence of such permits and licenses shall be provided to the KO before work commences.

m. Insurance. Within fifteen (15) days after the award of this contract, the Contractor shall furnish the Contracting Officer a CERTIFICATE OF INSURANCE as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below in accordance with the "INSURANCE - WORK ON A GOVERNMENT INSTALLATION" clause, Section I.

1. The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage.

a. Comprehensive General Liability: \$500,000 per occurrence.

b. Automobile Liability: \$200,000 per person
 \$500,000 per occurrence
 \$ 20,000 per occurrence for property damage

c. Workmen's Compensation: As required by Federal and State worker's compensation and occupational disease statutes.

d. Employer's Liability coverage: \$100,000, except in states where worker's compensation may not be written by private carriers.

e. Other as required by State Law.

2. The Certificate of Insurance shall provide for at least thirty days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned INSURANCE clause.

C.17 REQUEST FOR PROPOSAL. This solicitation is a request for a proposal to meet all solicitation requirements and perform the work as specified. Section M specifies the proposal requirements. For the schedules in Section B, offerors shall enter unit prices and amounts for the contract line items and sub-line items; provide direct and indirect labor, material/equipment, and other cost information; and indicate proposed numbers of direct labor full time equivalent (FTE) employees.

a. Total Price Computation. In the event there is a difference between a unit price and the extended total, the unit price will be held to be the intended proposed amount and the total recomputed accordingly. If the offeror provides a total amount for a contract line item, but fails to enter the unit price, the amount divided by the specified quantity will be held to be the intended unit price.

b. Cost/FTE Data. Cost and FTE information shall be based on and must be consistent with the attached service contract wage determination, and the number of FTEs and other information provided in the technical proposal. Inconsistencies between the price and technical proposals may be grounds for determining that the proposal is rated unacceptable.

c. Changes in Cost/FTE Data. Any changes made to cost and FTE information as a result of negotiations between the Government and the Offeror shall be fully explained and justified. The proposal may be construed as unacceptable if changes made by the Offeror are not fully justified.

d. Definitions. Cost and FTE information shall be based on the following definitions:

1. Full-Time Equivalents. A Full-Time Equivalent (FTE) is the planned use of 2080 straight time paid hours in a twelve month contract period (to include authorized vacation, sick leave or other authorized paid time off). For example, in the case of full-time employees, one FTE is comparable to "one employee". Two part-time employees, each working 1040 straight time paid hours per twelve month contract period (including paid time off), equals one FTE. In the event an employee is cross utilized, partial FTEs will be shown for each employee classified and/or service area involved.

2. Direct Labor. Direct labor includes all labor expended which directly contributes to the accomplishment of a given maintenance, repair, alteration, operation or other work requirements required in the contract. Direct labor does not include indirect or overhead labor required to support the accomplishment of contract requirements. Examples of indirect and overhead labor not included in direct labor include labor required to maintain and repair Government and Contractor furnished equipment and facilities; supervision; planning and estimating; materials ordering, handling and storage; clerical and administrative; work reception and control; employee training (unless required in the Specific Requirements of the contract); and similar indirect/overhead labor.

3. Direct Labor Cost. The estimated number of all direct labor, Full-Time Equivalents required to accomplish the specified tasks or services required in the contract, multiplied by 2080 hours, multiplied by the appropriate hourly wage rate(s) (including wage determination fringe benefits only) which the Contractor intends to pay employees. Other required fringe benefits, insurance, taxes, etc., shall be included as indirect costs.

4. Direct Material and Equipment. Materials, supplies, equipment, repair, parts, etc., applied to, incorporated in, and/or consumed during the operation, and that which is needed to support the effort of the work item, such as, pickup trucks, ladders, pencils and paper, common tools, specialized tools or equipment. Direct materials also include pre-expended bin materials if directly consumed or used during a work requirement.

5. Direct Material and Equipment Cost. The estimated cost of all the direct material and equipment which will be required to accomplish the specified tasks or services required in the contract.

6. Indirect Cost. Includes all costs except those for direct labor and direct material and equipment.

7. Indirect Material and Equipment Cost. The estimated cost of all the indirect material and equipment which will be required to support the specified tasks or services required in the contract, such as portable office, supervisor transportation, etc.,.

8. Indirect and Overhead Labor. Includes the cost (including fringe benefits) of all on-site indirect and overhead personnel proposed in the technical proposal. Examples of indirect and overhead labor include labor required to maintain and repair Government furnished equipment and facilities for Contractor usage and Contractor furnished equipment and facilities; supervision; planning and estimating; materials ordering; handling and storage; clerical and administrative; work reception and control; employee training; and similar indirect/overhead labor.

9. Home Office Overhead. Includes all indirect and overhead costs associated with support from the home office. Examples of home office overhead include home office engineering services, insurance, home office payroll services, profit, G & A, etc.

10. All Other Indirect Costs. Includes all indirect costs not specifically identified previously.

END OF SECTION C

SECTION M - EVALUATION FACTORS FOR AWARD

The following have been added by full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

The following have been modified:

EVALUATION FACTORS FOR AWARD

Evaluation of Award will be based on Past Performance and Price.

1. Past Performance

1. Past Performance Project Narrative with Points of Contact/Past Performance Questionnaire

The offeror shall provide past performance information for each project listed in the offeror's experience in response to this solicitation. The title of the project shall be consistent with the project experience description as required in of this solicitation. The offeror must complete a Past Performance Questionnaire for each stated project.

During past performance evaluation, the Government reserves the right to look outside of the proposals for past performance information of the offeror. The Government will consider information submitted by the offeror, as well as any other relevant and reliable information obtained from any other source (including information from Government personnel and databases). The Government will evaluate the currency and relevancy of the information, the source of the information, and general trends in performance, along with any other information, which may help the Government assess performance risk. Information on significant problems encountered, customer dissatisfactions, and corrective actions taken should be provided. This comparative assessment of past performance is separate from the responsibility determination.

The Government intends to assess the relative risks associated with the offeror's performance based on the past performance information provided in the proposal.

Past Performance:

PAST PERFORMANCE QUESTIONNAIRE

The U.S. Army Corps of Engineers, Detroit District, is interested in your assessment of the named company's "Past Performance". Past Performance refers to the company's record of conforming the contract requirements and the standards of good workmanship; the company's record of controlling costs; the company's adherence to contract schedules including the administrative aspects of performance; the company's history of reasonable and cooperative behavior and commitment to customer satisfaction; the company's general business-like concerns for the interest of the customer.

These questions relate to the work performed by:

1. Name of Offeror: _____

2. Past Project Name and Location: _____

3. Contract Value: _____

Contract Completion Date: _____

Percent Complete (if project is currently under construction: _____

4. Client Name/Title: _____

Telephone No: _____

Fax No. _____

E-mail Address: _____

Date: _____

5. Brief Description of Project. Include, as applicable, how project is similar in scope and magnitude to the work required in this Request for Proposal (RFP) – Offeror may provide input into this line item:

2. Price:

The offeror shall fill out in its entirety Section 00100, page 10. Prices stated must be inclusive of all overhead, markups, profit, and labor.

(End of Summary of Changes)